

PURCHASE CONTRACT

This agreement is made this ____ day of _____, 200_, by and between, MARICOPA COUNTY, ARIZONA, a political subdivision of the State of Arizona, as Seller, and **, or Assignee, as Buyer, who, together shall be also known as "the parties".

For and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. Agreement to Buy and Sell the Property. This Purchase Contract shall constitute an integrated, binding and effective agreement on the part of the Seller to sell and the Buyer to buy the real property and all improvements, rights, privileges and easements appurtenant thereto located approximately on the west side Eliseo C. Felix Jr. Way approximately 890 feet north of Van Buren Street and across the street from an industrial office/warehouse facility, Avondale, Arizona (the "Property"), also known as Maricopa County Assessor parcel number 500-02-016S, on the terms and conditions contained in this Agreement. The Property is being purchased through an advertised public auction process and as such the Buyer has had the opportunity to physically inspect the Property, review the title report, independent fee appraisal, environmental report (if one exists), and any other pertinent information as part of the Buyer's due diligence, prior to Buyer offering the successful bid. The legal description of the Property is as follows:

SEE ATTACHED EXHIBIT "A"

2. Agreement in Lieu of Escrow Instructions. In lieu of printed Escrow Instructions the terms of this Agreement shall prevail and act as instructions to the escrow agent.

3. Escrow Agent. The parties hereby employ Security Title Agency, Inc., 3636 N. Third Avenue, Suite B, Phoenix, Arizona 85013, Karen Roswell, Escrow Officer, as their escrow agent in connection with the sale of the Property on the terms and conditions set forth herein (the "Escrow Agent").

4. Consideration for Purchase of the Property. The consideration for the purchase of the Property shall consist of the consideration set forth in the following Paragraph 4.1.

4.1. The Purchase price for the Property is **Dollars, payable in legal tender of the United States of America. On or before the Close of Escrow, Buyer shall pay into escrow the Purchase Price for the Property.

5. Conditions Precedent.

5.1 Conditions in Favor of Buyer. The obligations of the Buyer under this Agreement are contingent upon each of the following:

5.1.1 Title Insurance for the Property. At Close of Escrow, the seller shall furnish the Buyer, at the Seller's expense, a standard coverage owner's title insurance policy (or an extended coverage title insurance policy, at the Buyer's option, in which event the Buyer shall pay the amount of increased premium and the cost of any survey necessary to obtain extended coverage title insurance) issued by Ticor Title Insurance Company in the form in use on the date of issue, insuring the Buyer in the amount of the Purchase Price of the Property, that upon Close of Escrow, title to the Property is subject only to the regular printed exceptions contained in said policy, current taxes and assessments, and such restrictive covenants of record, easements, reservations in patents and other obligations, liabilities, liens, encumbrances and other matters as Buyer, in Buyer's sole discretion,

may specifically approve, in writing, or be deemed to have approved as provided in Paragraph 5.1.2.

5.1.2 Examination of Title for the Property. As part of the advertisement for bidding on this Property the Seller has provided Buyer a current preliminary title report or commitment for title insurance to be issued concerning the Property (the "Title Report") together with legible copies of all documents specifically described in Schedule B II thereof as creating exceptions to title for Buyer's review. Further, in the event that any updates, supplements or amendments to the Title Report are subsequently prepared copies of such documents shall be delivered to Buyer.

Buyer specifically agrees that, except with respect to any title exception intentionally and voluntarily created by Seller after the issuance of the Title Report, nothing herein shall be deemed to impose on Seller any obligation to bring any action or proceeding, or to expend any unreasonable (in Seller's sole and absolute discretion) sums or effort in order to fulfill any condition, nor shall Buyer otherwise have any right or action against Seller in respect thereof.

Seller shall not cause or permit any further title exceptions to be placed of record or otherwise created between the date that the Title Report is issued and the Close of Escrow. If Seller intentionally and voluntarily creates any exception, then Seller shall cause the same to be removed.

Buyer specifically agrees that nothing herein contained shall be deemed to impose on Seller any obligation to bring any action or proceeding, expend any unreasonable (in Seller's absolute opinion and discretion) sums or effort in order to cure any objections of Buyer to the survey; nor shall Buyer otherwise have any right or action against Seller in respect thereof.

5.1.3 Survey of the Property. Seller has in its possession a Results of Survey performed by Aztec Engineering. Seller will provide Buyer with a copy of said previously prepared Results of Survey.

However Seller does not warrant or represent that the survey provided by Seller to Buyer is accurate. The Results of Survey shall have been made available to all potential Buyers as part of the due diligence package for bidding on the Property. Buyer may at its own expense have the survey updated and certified or addressed to Buyer or obtain a new survey, all at Buyer's expense. Buyer's objections to Seller's Results of Survey shall be made to Seller in writing and submitted with the required inspection affidavit of the Property during the due diligence period before the auction occurs. If said objection is not resolved at the time of the auction the bidder may elect to make a bid contingent upon Buyer's approval of any subsequent surveys. Being the successful bidder without written notification of objection of environmental conditions is evidence of Buyer's acknowledgement and approval of Seller's Results of Survey and acceptance of the condition of the Property.

5.1.4 Environmental Stipulations. If Seller has in its possession, a recent Phase I Environmental Report, Seller will provide Buyer with a copy of said previously prepared Phase I Environmental Report prepared under the applicable American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (E 1527-94 or current version) regarding the Property. If Seller does possess said Phase I Environmental Report it shall have been made available to all potential Buyers as part of the due diligence package for bidding on the Property. Buyer may at its own expense have the environmental report updated and certified or addressed to Buyer or obtain a new environmental report, all at Buyer's expense. Buyer's objections to Seller's Phase I

Environmental Report shall be made to Seller in writing and submitted with the required inspection affidavit of the Property during the due diligence period before the auction occurs. If said objection is not resolved at the time of the auction the bidder may elect to make a bid contingent upon Buyer's approval of any subsequent environmental testing. Being the successful bidder without written notification of objection of environmental conditions is evidence of Buyer's acknowledgement and approval of Seller's Phase I Environmental Report and acceptance of the condition of the Property.

5.1.5 Right to Enter Property and Examine. Until this Agreement is terminated or Close of Escrow, Seller shall permit Buyer and any persons designated by Buyer, access to the Property, and shall afford them the opportunity to make such tests, studies, surveys, appraisals, inspections and investigations upon the Property that Buyer deems necessary or appropriate. Seller, for security purposes, shall have the right to have its agents present during any and all inspections by Buyer and may restrict certain areas of the Property at certain times. All inspections shall be arranged at mutually convenient times.

Buyer's approval of the inspection of the Property is evidenced by Buyer's execution of the Inspection Affidavit and Buyer's position as successful bidder for the Property.

Upon completion of all such tests, studies, surveys, appraisals, inspections and investigations, Buyer shall restore the Property to its condition existing prior to any such test or inspections. Buyer hereby agrees to indemnify Seller and to hold Seller harmless from all claims, costs, fees (including attorney's fees) and liability of any kind, including without limitation, mechanic's or materialman's liens, which may be asserted against or incurred by Seller as a result of such entry by Buyer, its agents, employees or designees. The indemnities made by Buyer under this paragraph shall survive the termination of the Agreement. In the event escrow does not close, Buyer shall provide Seller copies of all tests, studies, surveys, appraisals, inspections and investigations performed.

6. Special Warranty Deed for the Property. Title to the Property shall be conveyed to Buyer by Special Warranty Deed.

7. Closing Documents. At or before the Close of Escrow, Seller shall deliver to Escrow Officer the following:

7.1 A duly executed and acknowledged Special Warranty Deed, conveying the Property to the Buyer;

7.2 A certified copy of the Maricopa County Board of Supervisor's resolutions declaring the property as excess land and providing for the disposal in accordance with applicable law and authorizing the conveyance of the Property to Buyer, and that such resolutions have not been amended, annulled, rescinded or revoked, and are in full force and effect;

7.3.1 Such other documents as shall be reasonably required by Security Title Agency, Inc., as a condition to insuring title to the Property free of all exceptions other than exceptions which Buyer agrees to accept.

8. Buyer's Representations and Warranties - The Property. Buyer warrants and represents to Seller that Buyer has made or will make before Close of Escrow, such independent factual, physical and legal examination and inquiries as may be necessary to determine that the Property is suitable and adequate in all respects for any and all activities and uses which Buyer may elect to conduct on the Property. Buyer acknowledges that Buyer is purchasing the Property on an "as is" basis, and that Seller has not made any express or implied representations or warranties, guarantees, promises, statements or inducements of any kind in connection with the Property, its condition or bearing on the use thereof, except as may be specifically set forth herein.

9. Brokers' Commission. Concerning any brokerage commission, Seller and Buyer agree as follows:

9.1 Seller warrants that they have not dealt with any finder, broker or realtor in connection with this Purchase Contract. Buyer warrants that if Buyer has dealt with any agent, finder, broker or realtor in connection with the Purchase Contract said agent or broker has completed the Broker Affidavit as provided in the terms of the bid procedure and that Buyer acknowledges and warrants that SELLER HAS NO OBLIGATION TO PAY ANY COMMISSION TO ANY UNREGISTERED BUYER'S AGENT OR BROKER OR TO ANYONE ELSE NOT REGISTERED AT THE TIME OF THE AUCTION.

9.2 Seller shall pay to Buyer's registered agent or broker ONLY, a three per cent (3%) commission, based on the purchase price listed in paragraph 4.1 of this document, at Closing (but only in the event the Closing occurs). SELLER HAS NO OBLIGATION TO PAY ANY COMMISSION TO ANYONE ELSE EXCEPT FOR THE REGISTERED AGENT OR BROKER LISTED ON THE BROKER AFFIDAVIT AND RECEIVED AT THE TIME OF AUCTION.

9.3 Buyer shall and does hereby indemnify Seller against, and agrees to hold Seller harmless from, any claim, demand or suit for any agent's or brokerage commission, finder's fee, or similar charge in respect to the execution of this Purchase Contract based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Seller due for or arising from any such claim demand or suit.

10. Consummation of Transaction. Consummation of this transaction pursuant to this Agreement is scheduled to occur on or before **. For purposes of this Agreement, the consummation of this transaction shall be referred to as the "Close of Escrow".

11. Seller's Default. If the sale and purchase of the Property contemplated by this Agreement is not consummated due to the Seller's default, then the Seller shall be liable for all customary escrow cancellation charges and the costs of any tests or investigation performed by Buyer, such payment shall be intended as full liquidated damages. Such payment shall be the Buyer's sole and exclusive remedy in the event of default by Seller, and the Buyer, except for acts taken in bad faith.

12. Buyer's Default. If the parties do not consummate the sale and purchase of the Property due to the Buyer's default, the Buyer shall be liable for all customary escrow cancellation charges, earnest money deposit and such payment shall be the Seller's sole and exclusive remedy in the event of default by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that Seller shall not) sue the Buyer for (a) specific performance, or (b) damages.

13. Possession. Seller shall deliver possession to Buyer immediately upon Close of Escrow.

14. General. Except to the extent inconsistent with the express language of the foregoing provisions of this Agreement, the following provisions shall govern the interpretation, application, construction and enforcement of this Agreement.

14.1 Notice. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be in writing and directed to Seller or Buyer at the respective addresses set forth below (or at such other addresses as a party hereto may designate in writing), personally delivered or deposited in the U.S. Mail, first class, registered or certified, return receipt requested. Such notice shall be deemed effective within seventy-two (72) hours after deposited in the U.S. Mail, or if personally delivered, upon delivery. A registered mail or certified mail receipt will be prima facie evidence of the giving of such notice and the date thereof.

BUYER: **

SELLER: Maricopa County Finance Department
Real Estate Services Manager
301 West Jefferson, Suite 960
Phoenix, Arizona 85003
602-506-1067
602-506-0559 Fax

ESCROW AGENT: Security Title Agency, Inc.
3636 N. Third Avenue, Suite B
Phoenix, Arizona 85013
Karen Roswell, Escrow Officer
602-230-6246
602-230-6256 Fax

14.2 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

14.3 Additional Acts and Documents. Each party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

14.4 Attorneys' Fees. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect for the breach hereof or for the interpretation of any provision herein in dispute, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith. If suit or arbitration be commenced, the Court or Arbitrator shall fix attorneys' fee.

14.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors in interest and assigns, but in no event shall any party be relieved of its obligations hereunder without the express written consent of each other party.

14.6 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

14.7 Time. Time is of the essence of this Agreement, and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.

14.8 Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14.9 Construction and Captions. This Agreement shall be construed according to its fair meaning and neither for nor against either party hereto, irrespective of which party caused the same to be drafted. Captions and paragraph headings used herein are for convenience only, and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and

shall not be deemed relevant in construing this Agreement.

14.10 Governing Law. This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Arizona, and arbitration proceedings, if applicable, or suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in the Superior Court of the State of Arizona, Maricopa County, and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said Court. This contract is subject to A.R.S. 38-511 and may be canceled pursuant thereto.

14.11 Interpretations. To the extent permitted by the context in which used, (i) words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa, and (ii) references to "persons" and "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and all other entities.

14.12 Non-Foreign Affidavits. Seller agrees that, in order to comply with Internal Revenue Code, Section 1445, Seller will sign a Non-Foreign Affidavit in a form provided by Escrow Agent and approved by Buyer. Said Affidavit to be delivered to Escrow Agent on or before Close of Escrow.

14.13 Time Calculations. Unless otherwise indicated, all periods of time referred to in this Agreement shall refer to calendar days and shall include all Saturdays, Sundays and State or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.

14.14 Expiration of Offer. This Agreement is being first executed by Buyer and then presented to Seller for execution. Each party shall date this Agreement beside its signature. Upon Buyer's execution, this Agreement shall constitute an offer, which if not accepted by Seller's execution and delivery to Escrow Agent within forty-five (45) days thereafter, shall be deemed to expire and be of no further force or effect, unless extended or otherwise agreed to by Buyer. The date of this Agreement and of the opening of Escrow shall be the date that a copy of this Agreement is executed by Buyer and deposited with Escrow Agent, which date Escrow Agent shall insert on the first page.

14.15 Authority. Each of the parties hereto represents and warrants to the other party that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation on each such party.

14.16 Amendment. This Agreement may be amended only by a written instrument subsequently executed by Buyer and Seller expressly stating the intention to amend this Agreement.

Executed this _____ day of _____, 200__.

SELLER: MARICOPA COUNTY, ARIZONA, a political subdivision of the State of Arizona

By: _____
Chairman of The Board

Date: _____

ATTEST: By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM: _____
Deputy County Attorney

BUYER:

By: _____

Title: _____

Date: _____

ACCEPTANCE BY ESCROW AGENT

This Purchase Contract is accepted and the Escrow is opened this _____ day of _____, 200__.

ESCROW AGENT:

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the Southwest Quarter of Section 2, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, More particularly described as follows:

Commencing at the Southeast Corner of the West Half of the Southwest Quarter of said Section 2, a City of Avondale Brass Cap in a Handhole, from which the Southwest Corner of said Section 2, a City of Avondale Brass Cap in a Handhole, bears N 88° 35' 23" W, a distance of 1319.35 feet;

THENCE N 00° 26' 38" E along the East line of the West Half of the Southwest Quarter of said Section 2, a distance of 292.66 feet;

THENCE leaving said East line N 89° 33' 22" W a distance of 33.00 feet to the West Right-of-Way line of Eliseo C. Felix Jr. Way and to the **TRUE POINT OF BEGINNING**;

THENCE leaving said West Right-of-Way line N 89° 31' 22" W, a distance of 312.41 feet to the Easterly line of Coldwater Plaza Amended, according to the Plat thereof recorded on April 18, 2003 in Book 631, Page 46 of the Maricopa County Records;

THENCE N 00° 32' 36" E along said Easterly line, a distance of 343.34 feet to the Southerly line of said Coldwater Plaza Amended;

THENCE leaving said Southerly line and the Easterly extension thereof S 00° 26' 38" W along said West Right-of-Way line, a distance of 342.92 feet to the **TRUE POINT OF BEGINNING**.

Containing 2.45 Acres (107,092 sq. feet), more or less.